

## **Exhibit A – LEGAL DESCRIPTION**

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LAND USE RESTRICTION AGREEMENT and DECLARATION OF LAND USE RESTRICTIVE COVENANTS

BETWEEN \_\_\_\_\_, and

*(Development Owner)*

THE ARKANSAS DEVELOPMENT FINANCE AUTHORITY

*Version Pre-2005*

Page \_\_\_\_ of \_\_\_\_

**Exhibit B – Lien Holder’s Consent**

(Executed by each Lien Holder on the Development as of the effective date of this AGREEMENT)

The undersigned Lien Holder hereby consents to the execution by the Development Owner of this AGREEMENT for \_\_\_\_\_.  
(Name of the Development as it appears in this AGREEMENT)

The undersigned Lien Holder hereby subordinates its lien(s) to the rights and interests of any existing tenant as described in subsection 5(d) of this AGREEMENT such that a foreclosure of its lien(s) shall not extinguish such rights and interests. The undersigned Lien Holder further acknowledges and agrees that the acquisition of the Development, as described in subsections 5(b) and 5(c), by any party shall be subject to the provisions of subsection 5(d) of this AGREEMENT, which provisions shall continue in full force and effect for a period of three (3) years from the date of such acquisition.

Executed to be effective as of the effective date of this AGREEMENT.

**Lien Holder:** \_\_\_\_\_

by: \_\_\_\_\_  
(Signature of Lien Holder’s Representative)

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County in said State, came \_\_\_\_\_,  
personally known to me, and executed the above “Exhibit B - Lien Holder’s Consent.”

WITNESSED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
(Seal)

LAND USE RESTRICTION AGREEMENT and DECLARATION OF LAND USE RESTRICTIVE COVENANTS  
BETWEEN \_\_\_\_\_, and  
(Development Owner)